

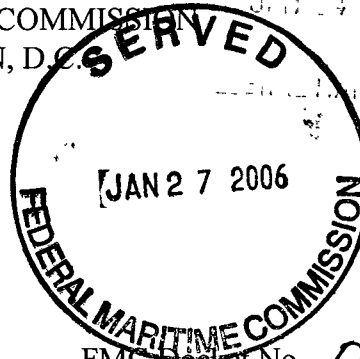
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Public

BEFORE THE
FEDERAL MARITIME COMMISSION
WASHINGTON, D.C.



FMC Docket No. 06-02

THE LAKE CHARLES HARBOR AND
TERMINAL DISTRICT,

Complainant,

v.

WEST CAMERON PORT, HARBOR AND
TERMINAL DISTRICT,

Respondent.

RECEIVED
Federal Maritime
Commission

Date 1/24/06 13402
Port AD \$221.00

COMPLAINT

1. This action arises out of respondent West Cameron Port, Harbor and Terminal District's ("West Cameron") imposition of unjust and unreasonable fees for vessels using the Calcasieu River Ship Channel ("Channel"), which connects the Port of Lake Charles and the Gulf of Mexico. Upon information and belief, West Cameron does not itself offer any facilities or services to vessels. Yet, it has extracted from Cheniere LNG, Inc. ("Cheniere") a promise to pay \$1,000 per vessel, payable at the end of January the year after the first vessel call, in an agreement that has not been filed with the FMC. West Cameron has announced that it has in place a "wharfage" charge to be assessed "in association with the operation of any Liquified Natural Gas ("LNG") project located within West Cameron." Such charges are not reasonably related to services (if any) rendered by West Cameron.

2. In view of this threat, companies with vessels calling at Lake Charles, including CITGO, Conoco, Semptra, and Trunkline, are working under the pall of the threat that the charge

may – at any moment – be imposed upon all of them; i.e., the existing pattern of charges shown in the Cheniere agreements is only the tip of an iceberg. The threat is real, because West Cameron is in a position to extract tribute from every vessel that passes through Cameron Parish on its way to/from the Port of Lake Charles.

3. Additionally, the threat of these charges will inevitably scare away other potential investors who would otherwise be attracted to Calcasieu Parish and the Port of Lake Charles.

4. By this action, complainant Lake Charles Harbor and Terminal District (“Lake Charles”) seeks reparations for the injuries caused by West Cameron’s conduct and an order directing West Cameron to (i) cease and desist from assessing charges not reasonably related to such benefits as West Cameron may provide to vessels, and (ii) file with the FMC its agreements as required by the Shipping Act of 1984.

Jurisdiction and Venue

5. The Commission has jurisdiction over this matter under 46 U.S.C. app. § 1701 *et seq.*, as West Cameron is a marine terminal operator within the meaning of the Shipping Act of 1984, as amended (the “Act”). Specifically, West Cameron is a public port agency with jurisdiction, as established by law, over certain marine terminals serving vessels in Cameron Parish and has the ability to exclude vessels to such facilities and impose fees upon vessels.

6. Lake Charles requests that the hearing of this matter be held in Washington, D.C.

Alternative Dispute Resolution

7. Alternative dispute resolution (ADR) procedures have not been used prior to the filing of this complaint, and Lake Charles has not consulted with a Commission Dispute Resolution Specialist about using ADR.

Parties

8. Complainant Lake Charles Harbor and Terminal District (“Lake Charles”) is a political subdivision of the State of Louisiana, created by statutory and constitutional authority under the provisions of La. R. S. 34:201, *et seq.*, and Article 6, Section 43 of the Louisiana Constitution of 1974, and other statutory and constitutional provisions related thereto. Lake Charles collects revenue from charges assessed against cargo and vessels using its facilities. Lake Charles is a deep-water port authority that is statutorily authorized and directed to “regulate the commerce and traffic of the harbor and terminal district in such a manner as may in its judgment be best for the public interest.” La. R. S. 34: 203A(l)(a). Lake Charles maintains its principal place of business at 150 Marine Street, Lake Charles, Calcasieu Parish, Louisiana.

9. Respondent West Cameron Port, Harbor and Terminal District (“West Cameron”) is a political subdivision of the State of Louisiana, created by statutory and constitutional authority under the provisions of La. R. S. 32:2551, *et seq.*, and Article 6, Section 43 of the Louisiana Constitution of 1974, and other statutory and constitutional provisions related thereto, and encompasses the entirety of Wards Three, Four, Five, and Six of Cameron Parish, Louisiana. West Cameron is governed by the West Cameron Port Commission. La. R. S. 32:2552. West Cameron is a port authority that is statutorily authorized and directed to “regulate the commerce and traffic of the harbor and terminal district in such a manner as may in its judgment be best for the public interest.” La. R. S. 34:2553(A). The enumerated powers of West Cameron, however, are not as extensive or as broad as the powers of Lake Charles, which, for instance, “has all the rights, privileges and immunities granted to corporations in

Louisiana.” La. R. S. 34:2553. West Cameron maintains its principal place of business at P.O. Box 366, Cameron, Louisiana 70631.

Lake Charles

10. The Port of Lake Charles—which includes publicly and privately owned terminals, warehouses, refineries, and petroleum storage facilities such as those owned and operated by CITGO and Conoco—is one of five deep-water ports in the state of Louisiana.

11. On average, more than 1,000 seagoing vessels, carrying over 50,000,000 tons of cargo, call at the Port annually. The activities of Lake Charles provides a critical supply of refinery petroleum products for the nation and further, benefits Southwest Louisiana by generating over \$18 billion in total spending, \$633 million in total income, 13,250 total jobs, and nearly \$131 million in state and local tax revenues.

12. Lake Charles, which derives a substantial portion of its revenue from tariff charges paid by vessels and their cargo, competes with other ports for vessel traffic. The Parish of Calcasieu, similarly, competes vigorously to attract investors and industry. To remain competitive, therefore, it is essential that the terminal facilities within Lake Charles, and vessels serving those terminals, be able to procure essential services on just and reasonable terms and conditions.

13. Lake Charles and Calcasieu Parish are separated from the Gulf of Mexico by Cameron Parish, through which approximately 20 miles of the Calcasieu Ship Channel flows.

Cameron LNG Terminal Project

14. Tenants of Lake Charles have for many years managed, maintained, and operated extensive port facilities on the Ship Channel in both Calcasieu and Cameron Parishes. The Channel flows through both Calcasieu and Cameron Parishes and also extends thirty miles into the Gulf of Mexico. Lake Charles has purchased property along the Channel as part of its authority under La. R. S. 34: 203A(1) to regulate commerce and traffic of the harbor and terminal district.

15. On February 1, 1999, Lake Charles purchased a 215-plus acre property site located just south of the Calcasieu/Cameron Parish line and along the Channel. The purchase was approved by resolution of the Lake Charles' Board of Commissioners in a publicly noticed meeting on January 18, 1999.

16. Dynegy Corporation ("Dynegy"), which had a lease covering a portion of the property at the time of Lake Charles' purchase, approached Lake Charles in late 2002 with a proposal for a Liquified Natural Gas ("LNG") terminal to be constructed on the property. Lake Charles and Dynegy negotiated and entered a lease amendment that expanded the area covered by the lease and extended its term.

17. Dynegy subsequently transferred the lease and the proposed LNG terminal project to Cameron LNG, LLC, a wholly owned limited liability company of Sempra Energy ("Sempra").

18. Over the past three years, Sempra, with the support of the Cameron Parish Police Jury, has secured all required permits for the development as well as final approval of the Federal Energy Regulatory Commission. The Cameron LNG terminal project, which is a \$1.2

billion LNG facility, will generate thousands of construction jobs over several years, and, once completed, the facility will permanently employ an estimated sixty people.

West Cameron Imposition of “Wharfage” Charges

19. Only recently has West Cameron questioned Lake Charles’ ability to acquire property and lease it to Sempra for development of the Cameron LNG terminal. West Cameron has contended that Lake Charles may not acquire property or conduct business in Cameron Parish because it has exclusive authority to conduct port business within Cameron Parish. West Cameron has filed suit regarding Lake Charles’ authority in Louisiana state court, 38th Judicial District Court, Docket No. 10-17271. A copy of the state court petition is attached hereto as Exhibit A. Lake Charles is vigorously opposing the West Cameron Suit.

20. During meetings between Lake Charles and West Cameron regarding this dispute, West Cameron has demanded that it be paid something by Lake Charles in order for the latter to lease its property to Sempra and for the Cameron LNG project to move forward.

21. West Cameron has admitted that it would provide no services or facilities for these payments. By assessing these charges simply for the use of the Channel, West Cameron is acting as a toll taker, similar in nature to the legendary toll takers who stretched a chain across the Rhine River to force vessels to pay tolls while not providing any benefits to the boats.

22. The wharfage charges that West Cameron seeks to collect threaten the continued development of the Cameron LNG facility, as well as the development of other facilities by private investors.

Cheniere Agreement

23. West Cameron's threat of imposing this "wharfage" fee is immediate because it has already extracted a commitment to pay such fees from another LNG facility owner.

24. Upon information and belief, Cheniere LNG, Inc. owns, operates, or leases property for two LNG facilities located in Cameron Parish.

25. Cheniere LNG has entered into an Option to Lease certain property in Cameron Parish. On or about April 27, 2005, Cheniere LNG amended the Option to provide a mandatory right to exercise the option to lease if it enters into an agreement for the intended use of an LNG project, and whereby it agreed to pay West Cameron \$1,000 per vessel, payable at the end of January the year after the first vessel call.

26. West Cameron has also extracted an agreement from Sabine Pass LNG, L.P., a subsidiary of Cheniere LNG, to pay West Cameron \$1,000 per vessel, payable at the end of January the year after the first vessel call at Sabine Pass LNG's facility.

27. By its threats of imposing the wharfage fees upon Lake Charles' tenants, West Cameron has threatened to disrupt operations in Lake Charles and will cause tenants of Lake Charles to incur substantial additional expenses in connection with the shipment of cargo to and from the port.

28. On information and belief, West Cameron is assessing charges that do not bear a reasonable relationship to the services and facilities provided to those against whom the charges are assessed.

29. If not just and reasonable, these costs will adversely affect Lake Charles' competitive position in the market place by causing shippers, owners, and operators to direct their business elsewhere.

30. These actions have also injured Lake Charles and Calcasieu Parish, which have become less attractive locations in which to do business as a result of West Cameron's conduct.

COUNT I
(Unjust and Unreasonable Practices)

31. The allegations contained in paragraphs 1-30 are incorporated as if set forth here in full.

32. Section 10(d)(1) of the Act, 46 U.S.C. app. § 1709(d)(1), makes it unlawful for a marine terminal operator to fail to establish, observe and enforce just and reasonable practices relating to the receiving, handling, storing or delivering of property.

33. The "wharfage" fees threatened to be assessed by West Cameron do not bear a reasonable relationship to any services, facilities and benefits provided by West Cameron. Upon information and belief, West Cameron does not provide any services in return for the charges that it is imposing.

34. The "wharfage" fees assessed by West Cameron violate section 10(d)(1) of the Act.

35. As a result of West Cameron's violation of the Act, Lake Charles has been damaged in an amount to be proven during the hearing of this matter.

COUNT II
(Imposition of Unreasonable Prejudice or Disadvantage)

36. The allegations contained in paragraphs 1-35 are incorporated as if set forth here in full.

37. Section 10(d)(4) of the Act, 46 U.S.C. app. § 1709(d)(4) makes it unlawful for a marine terminal operator to impose any undue or unreasonable prejudice or disadvantage with respect to any person.

38. West Cameron's imposition of wharfage fees places Lake Charles and its tenants at an unreasonable disadvantage in connection with the shipment of cargo to and from the port.

39. As a result of West Cameron's violation of the Act, Lake Charles has been damaged in an amount to be proven during the hearing of this matter.

COUNT III
(Failure to File Marine Terminal Operator Agreement)

40. The allegations contained in paragraphs 1-39 are incorporated as if set forth here in full.

41. Section 5(a) of the Act, 46 U.S.C. app. § 1704(a) requires certain agreements involving marine terminal operators to be filed with the Commission. These agreements are set forth in Section 4(b) of the Act: (i) agreements to discuss, fix, or regulate rates or other conditions of service; and (ii) agreements to engage in exclusive, preferential, or cooperative working arrangements. 46 U.S.C. app. § 1703(b).

42. West Cameron entered into an agreement with Cheniere that fix and regulate rates and other conditions of terminal services.

43. West Cameron has failed to file the Cheniere Agreement with the FMC, as required by 46 U.S.C. app. § 1704(a).


44. As a result of West Cameron's failure to file the referenced agreement, West Cameron is not entitled to immunity from the antitrust laws under section 7 of the Act.

WHEREFORE, complainant Lake Charles Harbor and Terminal District respectfully prays for:

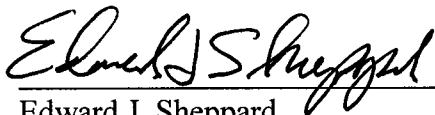
- a. reparations for the amount of the actual injury suffered by Lake Charles as provided by the Act;
- b. an order directing West Cameron to pay reparations for amount of the actual injury suffered by Lake Charles;
- c. an order directing West Cameron to cease and desist charging "wharfage" fees, or any other fees, not reasonably related to a service provided by West Cameron;
- d. an order directing West Cameron to file with the agency all agreements relating to rates, conditions of service, and exclusive, preferential, or cooperative working arrangements;
- e. costs and reasonable attorney fees as provided by the Act; and
- f. such other relief as the Commission deems just and proper.

Dated: January 24, 2006

Respectfully submitted,

by RKM

Michael K. Dees
General Counsel
Lake Charles Harbor and Terminal District
P. O. Box 3753
Lake Charles, Louisiana 70602
Tel: (337) 493-3504
Fax: (337) 493-3502

by RKM

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Ryan K. Manger
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1909 K Street, Suite 600
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Tel: (202) 585-6900
Fax: (202) 585-6969

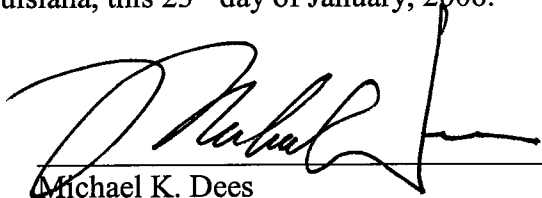
Timothy F. Noelker
THOMPSON COBURN LLP
One U.S. Bank Plaza
St. Louis, Missouri 63101
Tel: (314) 552-6000
Fax: (314) 552-7000

*Attorneys for Complainant Lake Charles Harbor
and Terminal District*

VERIFICATION

I, Michael K. Dees, hereby declare under penalty of perjury that I have read the Complaint and that the facts stated therein, based upon personal knowledge or upon information received from others, are true and correct.

Signed at Lake Charles, Louisiana, this 23rd day of January, 2006.

A handwritten signature in black ink, appearing to read 'Michael K. Dees', is written over a horizontal line.

Michael K. Dees
Lake Charles Harbor and Terminal District

THE WEST CAMERON PORT, HARBOR
AND TERMINAL DISTRICT

38TH JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO.:

10-37275

THE LAKE CHARLES HARBOR AND
TERMINAL DISTRICT

CAMERON PARISH, LOUISIANA

RECEIVED & FILED

DEC 7 PM 1 45
CLERK COURT
CAMERON PARISH, LA

**PETITION FOR DECLARATORY JUDGMENT, INJUNCTIVE RELIEF AND
DAMAGES**

NOW INTO COURT, through undersigned counsel, comes and appears THE WEST CAMERON PORT HARBOR AND TERMINAL DISTRICT ("WC PORT"), a political subdivision of the State of Louisiana, with full corporate powers, who respectfully represents as follows:

1.

Made defendant herein is THE LAKE CHARLES HARBOR AND TERMINAL DISTRICT ("LC PORT"), a political subdivision of the State of Louisiana. The above named defendant is obligated for damages and other relief and subject to injunction as set forth herein.

2.

WC PORT is created by and is governed by La. R.S. 34:2551 et seq.

3.

LC PORT is created by and is governed by La. R.S. 34:201 et seq.

4.

LC PORT is the owner of land located in Cameron Parish, Louisiana, on the Calcasieu Ship Channel (the "Land") which it purchased for the purpose, among other things, of conducting activities related to port harbor and terminal activities (the "Illegal Activity").

5.

The Land upon which the Illegal Activity is conducted was approved by LC Port for acquisition for further development by the LC Port in furtherance of its mission for long-range planning.

6.

In furtherance of such Illegal Activity and the LC Port long-range mission to operate outside of its territorial jurisdiction, LC Port leased the Land to Cameron LNG/Sempra (the "Lease") for operation of a Liquefied Natural Gas facility (the "Sempra Project"), which Lease specifically provides for charges identified as "wharfage." The Sempra Project is located outside of LC PORT's jurisdictional boundaries and solely within WC PORT's jurisdictional boundaries. Furthermore, LC PORT entered WC PORT's jurisdiction without the permission of WC PORT, and with complete disregard for the legal boundaries of LC PORT's jurisdiction.

7.

The Illegal Activity exceeds LC PORT's statutory authority and jurisdiction and the conduct thereof is beyond the scope of any applicable law, authority or enabling power of the LC Port.

8.

The Illegal Activity of LC PORT falls within the exclusive jurisdiction of WC PORT, and only the WC Port can legally conduct said activities within its jurisdiction.

9.

WC PORT seeks declaratory judgment, injunctive relief and damages, including, but not limited to the following:

- (A) Judgment declaring LC Port can neither own or operate port, harbor and terminal facilities or render and/or offer port, harbor and terminal services outside of its territorial jurisdiction and within the territorial jurisdiction of the WC Port without a joint arrangement with the WC Port in accordance with the requirements of LSA-R.S. 33:1321;
- (B) Judgment declaring the Lease, and all conduct of the LC Port on the Land in accordance with the terms of the Lease constitutes the ownership of land by LC Port for the purpose of conducting port, harbor and terminal facilities and/or the providing of port, harbor and terminal services.
- (C) Injunction against LC Port, enjoining the LC Port from owning and/or operating port, harbor and terminal facilities or rendering and/or offering port, harbor and terminal services outside of its territorial jurisdiction and within the territorial jurisdiction of the WC Port without a joint arrangement with the WC Port in accordance with the requirements of LSA-R.S. 33:1321;
- (D) Judgment transferring ownership of the Land from LC PORT to WC PORT;

- (E) Judgment against the LC Port for damages in an amount sufficient to repatriate to WC PORT all revenues received by LC PORT from said Land as a result of operations by LC PORT outside of its territorial jurisdiction from date of acquisition of such Land to date, subject however, to a credit in favor of LC PORT for the purchase price of the Land and such other reasonable amounts expended by LC PORT with respect to the Land subject to all legal rights of Cameron LNG/Sempra to continue on the Land in accordance with the terms of the Lease;
- (F) Injunction against the LC Port enjoining the LC Port from continuing the Lease absent either of the following:
 - i. grant of relief sought in items (D) and (E) of this paragraph; or
 - ii. an arrangement between the LC Port and the WC Port having been entered into prior to trial on the merits of this matter in accordance with the requirements of LSA-R.S. 33:1321; and
- (G) All other equitable relief allowed by law and/or set for in LSA-C.C.P Article 862.

10.

WC Port is entitled to declaratory judgment, injunction, damages and relief sought herein for the following non-exclusive reasons, to wit:

- (a) LC PORT cannot legally operate a port, harbor, or terminal facility or offer port, harbor or terminal services outside of LC PORT's jurisdictional boundaries;
- (b) LC PORT cannot legally operate a port, harbor, or terminal facility and/or offer port, harbor and terminal services within WC PORT's jurisdictional boundaries without a joint arrangement with WC Port in accordance with the requirements of LSA-R.S. 33:1321;
- (c) WC PORT has the exclusive authority to operate port, harbor and terminal facilities and services within WC PORT's jurisdictional boundaries;
- (d) WC PORT has exclusive authority to regulate commerce and traffic in its jurisdictional district and LC PORT has no authority to regulate commerce and traffic in WC PORT's district;

11.

WC Port seeks and demands a trial by jury on all issues herein to the fullest extent allowed by law. The damages and relief sought exceed that which is required by law for jury trial.

12.

Cameron Parish is the appropriate venue for this lawsuit pursuant to LSA-R.S. 13:5204.

13.

WC Port is not required to furnish any bond in this proceeding pursuant to LSA-R.S. 13:4581.

14.

Under applicable law WC Port is entitled to injunctive relief herein and without a showing of irreparable injury by WC Port and, alternatively, failure by this court to enter injunctive relief will result in WC Port having no adequate remedy at law and will result in irreparable harm and injury to WC Port.

15.

Attached as Exhibit "A" is the resolution of WC Port authorizing the filing of this Petition.

16.


WC Port made amicable demand on all matters sought herein to no avail.

WHEREFORE, premises considered, WC Port prays that Defendant be served with a copy of this Petition and be cited to answer same, and that after all legal delays and due proceedings had, there be judgment rendered in favor of Petitioner, WC Port and against Defendant, LC Port for declaratory judgment, injunction, damages and relief set forth herein, together with legal interest there on from the earliest date allowed by law until paid, for all costs of these proceedings, and for all general and equitable relief, etc.

Petitioner prays for trial by jury to the fullest extent allowed by law on all issues herein.

AND FOR ALL GENERAL AND EQUITABLE RELIEF, ETC.

ALLEN & GOOCH,
A Law Corporation


RANDALL K. THEUNISSEN/12727
NEIL G. VINCENT/17184
1015 St. John Street
Lafayette, LA 70502-3768
337-291-1240
337-291-1245 (fax)
ATTORNEYS FOR THE WEST
CAMERON PORT HARBOR AND
TERMINAL DISTRICT

Please serve Defendant as set forth in the cover letter.

RESOLUTION**STATE OF LOUISIANA
PARISH OF CAMERON**

On July 26, 2005, at a properly noticed regular meeting of the West Cameron Port Commission, held at Holly Beach, Louisiana, and with a valid quorum being present, a Motion, Second, and official vote approving said resolutions, the West Cameron Port Commission did act in the following respects:

Whereas, the West Cameron Port, Harbor & Terminal District and the West Cameron Port Commission (together the "District") in its/their efforts to transact and conduct the business of the District hereby resolve:

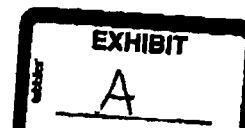
Whereas, the District has raised issue with the Lake Charles Harbor and Terminal District (the "Lake Charles Port") with respect to operations of the business of the Lake Charles Port outside of the jurisdictional limits of the Lake Charles Port and particularly, that port's operations within the jurisdictional limits of the District.

Whereas, at a March 28, 2005 meeting between representatives from the Lake Charles Port and the District, the Lake Charles Port was advised of the position of the District that ownership of, operation by and particularly the agreement between the Lake Charles Port and Semptra are a usurpation by the Lake Charles Port of the territorial jurisdictional power of the District and constitutes illegal conduct by the Lake Charles Port (the "Extra-Jurisdictional Conduct").

Whereas, at a July 19, 2005 meeting between representatives from the Lake Charles Port and the District, the Lake Charles Port advised the District that it was firm on its position that it has the authority to maintain the Semptra Project without an intergovernmental agreement from the District and the authority to conduct any additional operations which it deemed appropriate for its business within the territorial jurisdiction of the District without the necessity to obtain any approval or intergovernmental agreement from the District and could proceed in such endeavors under the same rules that any other private citizen conducting such activities would be subject.

Whereas, the Lake Charles Port has chosen to summarily dismiss the positions of the District and based upon the positions confirmed in the July 19, 2005 meeting has refused to participate in any meaningful actions which could reasonably be calculated to lead to an amicable resolution of the issues.

Whereas, after due consideration, the District wishes to adopt and implement the following resolutions.



NOW, THEREFORE BE IT RESOLVED THAT, general counsel for the District be authorized to do such additional research and legal analysis as they may deem necessary and appropriate to institute legal action against the Lake Charles Port with respect to the Extra-Jurisdictional Conduct.

BE IT FURTHER RESOLVED THAT, general counsel for the District be authorized to prepare such pleadings as may be necessary to institute legal action in order to enforce and protect all of the Districts jurisdictional rights, powers and authorities, including but not limited to, pleadings and actions required to institute legal proceedings against the Lake Charles Port to address the Extra-Jurisdictional Conduct and that, absent the commencement of meaningful actions by Lake Charles Port which could reasonably be calculated to lead to an amicable resolution of the issues, such pleadings be filed to institute suit for judicial resolution of the issues.

BE IT FURTHER REDOLVED THAT the District authorizes the following duly appointed agents and officers acting together:

Cliff Cabell	President
Howard Romero	Commissioner

to execute any and all necessary documents, verifications, affidavits and/or pleadings to implement the resolutions adopted by the District herein and to institute litigation against the Lake Charles Port with regard to the Extra-Jurisdictional Conduct, or otherwise.

ADOPTED AND APPROVED, this 26th day of July, 2005.

APPROVED:


CLIFF CABELL, PRESIDENT
WEST CAMERON PORT, HARBOR & TERMINAL DISTRICT

ATTEST:

GREG WICKE, SECRETARY

THE WEST CAMERON PORT, HARBOR
AND TERMINAL DISTRICT

38TH JUDICIAL DISTRICT COURT

VERSUS

10-17271
DOCKET NO.:

THE LAKE CHARLES HARBOR AND
TERMINAL DISTRICT

CAMERON PARISH, LOUISIANA

Verification

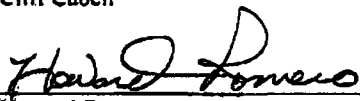
STATE OF LOUISIANA

PARISH OF CALCASIEU


BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, personally came and appeared Cliff Cabell and Howard Romero, who, after first being duly sworn, deposed and said:

That Affiants are duly appointed commissioners of The West Cameron Port, Harbor and Terminal District, Petitioner herein; that Affiants are familiar with the allegations contained in the Petition in the captioned matter either personally by Affiants, or under Affiant's direct supervision and direction, and are true and correct upon information and belief; and, that they execute this Verification in accordance with the requirements of the resolution of The West Cameron Port, Harbor and Terminal District attached to the Petition.


Cliff Cabell


Howard Romero

SWORN TO AND SUBSCRIBED before me this 7th day of December, 2005.


NOTARY PUBLIC
Randall K. Theunissen
Bar Roll No. 12727

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CLERK OF COURT
CAMERON PARISH, LA.

THE WEST CAMERON PORT, HARBOR
AND TERMINAL DISTRICT

38TH JUDICIAL DISTRICT COURT

10-17271

VERSUS

DOCKET NO.: _____

THE LAKE CHARLES HARBOR AND
TERMINAL DISTRICT

CAMERON PARISH, LOUISIANA

CLERK OF COURT
CAMERON PARISH, LA.

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RECEIVED & FILED

REQUEST FOR NOTICE OF TRIAL DATE, ETC.

TO: The Honorable Carl E. Broussard
Cameron Parish Clerk of Court
P. O. Box 549
Cameron, LA 70631-0549

PLEASE TAKE NOTICE THAT Neil G. Vincent and Randall K. Theunissen, attorneys for plaintiff, THE WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT, do hereby request written notice of the date of trial of the above matter, as well as notice of hearings (whether on the merits or otherwise), orders, judgments and interlocutory decrees, and any and all formal steps taken by the parties herein, the Judge or any member of the Court, as provided in Louisiana Code of Civil Procedure of 1960, particularly Articles 1572, 1913 and 1914.

ALLEN & GOOCH,
A Law Corporation


RANDALL K. THEUNISSEN/12727
NEIL G. VINCENT/17184
1015 St. John Street
Lafayette, LA 70502-3768
337-291-1240
337-291-1245 (fax)
ATTORNEYS FOR THE WEST
CAMERON PORT HARBOR AND
TERMINAL DISTRICT

ORIGINAL

BEFORE THE
FEDERAL MARITIME COMMISSION
WASHINGTON, D.C.

FILED
JAN 24 2006
FEDERAL MARITIME COMMISSION

THE LAKE CHARLES HARBOR AND
TERMINAL DISTRICT,

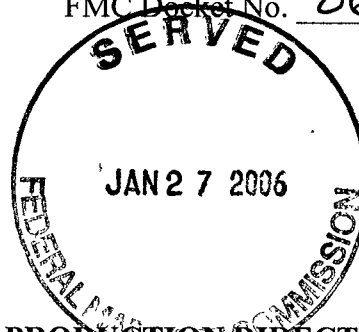
Complainant,

v.

WEST CAMERON PORT, HARBOR AND
TERMINAL DISTRICT,

Respondent.

FMC Docket No. 06-02



**COMPLAINANT'S FIRST REQUEST FOR PRODUCTION DIRECTED TO
RESPONDENT WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT**

Complainant Lake Charles Harbor and Terminal District (the "Port of Lake Charles" or the "Port"), pursuant to Rules 201 and 206 of the Federal Maritime Commission Rules of Practice and Procedure, and directs respondent West Cameron Port, Harbor and Terminal District ("West Cameron"), to separately produce the following documents and things within 30 days of receipt hereof, to Thompson Coburn LLP, 1909 K Street, NW, Suite 600, Washington, DC 20006:

I. Definitions and Instructions

When responding to these Requests for Production, respondent West Cameron Port, Harbor and Terminal District shall use the following Definitions and Instructions:

A. The Definitions and Instructions contained in Complainant's First Set of Interrogatories Directed to Respondent West Cameron Port, Harbor and Terminal District, served concurrently herewith, are expressly incorporated herein by reference.

B. In producing documents pursuant to these Requests, you should indicate a specific request in response to which each document or group of documents is being produced.

C. With respect to any document which you withhold on a claim of privilege or immunity, specify as to each document: (a) identify the sender(s) of the document; (b) identify the author(s) of the document; (c) identify the recipients of the document; (d) the job title and employer of every person named in (a), (b) and (c) above; (e) the date or approximate date of the document; (f) the general description of the nature and subject matter of the document; (g) the name of the person who has custody of the document; and (h) the basis for your claim of privilege or immunity.

II. Requests for Production

1. Any and all documents that relate to wharfage charges to be assessed against vessels using the Calcasieu River Ship Channel, including without limitation, any and all minutes by West Cameron.

RESPONSE:

2. Each and every tariff/schedule of charges published by West Cameron from January 1, 2000 to the present.

RESPONSE:

3. Each and every financial report, profit and loss statement, expense record and budget of West Cameron from January 1, 2000 to the present.

RESPONSE:

4. Each and every contract, lease, option, agreement or the like to which you are a party and to which Cheniere is also a party since January 1, 2000, and any and all documents concerning any such contract, lease, option, agreement or the like.

RESPONSE:

5. Each and every contract, lease, option, agreement or the like relating to LNG terminals or facilities to which you have been a party to since January 1, 2000, and any and all documents concerning any such contract, lease, option, agreement or the like.

RESPONSE:

6. Any and all documents concerning expenses or costs incurred by West Cameron in providing services or facilities to vessels since January 1, 2000.

RESPONSE:

7. Any and all documents used, referred to or relied upon in establishing each fee charged to vessels using the Calcasieu River Ship Channel since January 1, 2000.

RESPONSE:

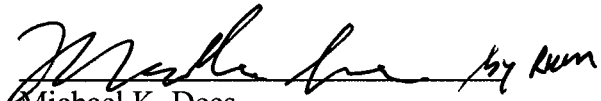
8. Any and all written statements, including notes of interviews, of the person(s) most knowledgeable about the negotiations with Cheniere relating to LNG facilities or potential LNG facilities.

RESPONSE:

9. Any and all documents you relied upon or referred to in responding to the Complainant's First Set of Interrogatories Directed to Respondent West Cameron Port, Harbor and Terminal District.

RESPONSE:

Dated: January 24, 2006


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*Attorneys for Complainant Lake Charles Harbor
and Terminal District*

ORIGINAL

BEFORE THE
FEDERAL MARITIME COMMISSION
WASHINGTON, D.C.

FEB 1 2006
COMM. DIST. 11

Federal Maritime Comm.

THE LAKE CHARLES HARBOR AND
TERMINAL DISTRICT,

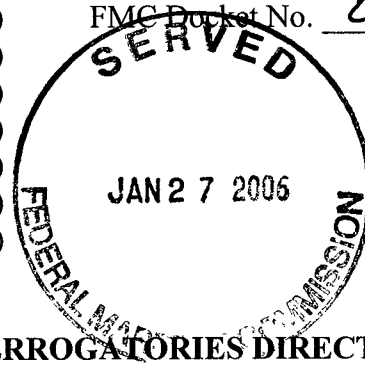
Complainant,

v.

WEST CAMERON PORT, HARBOR AND
TERMINAL DISTRICT,

Respondent.

FMC Docket No. 06-02



**COMPLAINANT'S FIRST SET OF INTERROGATORIES DIRECTED TO
RESPONDENT WEST CAMERON PORT, HARBOR AND TERMINAL DISTRICT**

Complainant Lake Charles Harbor and Terminal District ("Lake Charles"), pursuant to Rules 201 and 205 of the Federal Maritime Commission Rules of Practice and Procedure, directs the following interrogatories to respondent West Cameron Port, Harbor and Terminal District ("West Cameron"), to be answered individually, separately, fully, in writing and under oath, within 30 days of receipt hereof:

I. Definitions and Instructions

In addition to the definitions and instructions contained in FMC Rules 201, 205, and 206, which are expressly incorporated by reference herein, when answering these Interrogatories, respondent shall use the following Definitions and Instructions:

- A. The term "describe" means to describe in detail, giving all supporting facts.
- B. The phrase "with particularity" shall mean that you are requested to fully and completely set forth, describe, and identify each and every fact, act, occurrence, omission,

transaction, document and conversation which you claim or contend constitutes the facts in support of the claim, contention, or allegation referred to.

C. The term “you,” “your,” “respondent,” or “West Cameron” shall mean respondent West Cameron Port, Harbor and Terminal District, and all agents, attorneys, investigators, and other representatives of the West Cameron, in their capacity as such.

D. The term “complainant” or the “Port of Lake Charles” or the “Port” shall mean the complainant Lake Charles Harbor and Terminal District, and all agents, attorneys, investigators, and other representatives of the Port of Lake Charles, in their capacity as such.

E. The term “Cheniere” shall mean non-party Cheniere LNG, Inc., its parents and subsidiaries, and all agents, attorneys, investigators and other representatives of Cheniere LNG, Inc., in their capacity as such.

F. The term “Complaint” shall mean the Complaint filed by the Port of Lake Charles with the Federal Maritime Commission concurrently herewith.

G. The term “representative” or “representatives” used with reference to a legal person includes any: (1) officer, director, partner, associate, employee, attorney, servant, agent, subsidiary, division, and affiliate of such person; and (2) any other person or legal or business entity acting on behalf of, or in concert with, such person, including any contractor, attorney, or any other person of any description which such person has retained or employed for business, financial or other reasons.

H. The term “document” means all written, printed, typed, magnetic and electronic media, and any other media from which information can be derived. It includes, without limitation, original documents, drafts, non-identical copies, diaries, correspondence, proposals, schedules, books, indices, printed forms, publications, press releases, notices, brochures,

pamphlets, guidelines, manuals, minutes, memoranda, summaries, abstracts, reports, files, file jackets, transcripts, data processing cards, audio tapes, computer tapes, discs, hard drives, printouts, information contained in, on, or retrievable from computer programs, bulletins, surveys, charts, exhibits, drawings, diagrams, graphs, tables, photographs, recordings, telegrams, cables, telex messages, facsimiles, e-mails, microfilms, videotapes, studies, work papers, analyses, valuations and notes.

I. The phrase “related to” or “relating” means relating, referring or pertaining, directly or indirectly, to the subject matter of the request.

J. The term “correspondence” means any document or contact, oral or written, formal or informal, manually, mechanically or electronically generated, in which information of any nature was transmitted, transferred or stored.

K. “Identify” means:

- a. When used with respect to a natural person, to state: (i) full name and date of birth; (ii) present or last known home address and telephone number; (iii) occupation or business (including the name and address of the person’s present employer) and position; (iv) present or last known home address and telephone number; and (v) relationship to or association with West Cameron and the dates of that association or relationship;
- b. When used with reference to any person or entity other than a natural person, to state: (i) the full name or tile thereof, (ii) the principal place of business, (iii) nature or type of entity, (iv) state of incorporation (if a corporation), and (v) present or last known business address and business telephone number;

- c. When used with respect to any communication, to state: (i) the name(s) and address(es) of the person(s) participating in the communication and (ii) the date, manner, place and substance of the communication, as well as to identify any document which refers to or evidences that communication;
- d. When used in reference to a document, to state: (i) the nature of the document, (ii) the date, (iii) the full name and present address of each author or signor thereof, (iv) the full name and address of each recipient thereof, (v) the present location thereof, (vi) the name, address, and position of all person(s) presently having custody thereof, and (vii) what disposition was made of the document if it was formerly in your possession or control but is no longer in your possession or control.

L. If you assert that a privilege limits your obligation to provide a response to any Interrogatory, including but not limited to those requesting descriptions of document(s), your objection should set forth: (1) the nature of the privilege asserted (e.g., attorney-client, work product, etc.); (2) a sufficient description of the facts upon which you base your objection to apprise the Court of your entitlement to the claim; and (3) if an objection is asserted with respect to a document, your objection should also include the date and place of its creation along with the document's drafter, the identity of any intended recipients and a brief description of its substantive contents.

II. Interrogatories

1. Identify each person providing answers to or otherwise assisting in responding to these Interrogatories.

ANSWER:

2. Identify each and every person with knowledge of any fact stated in the Complaint, and describe with particularity the substance of each person's knowledge.

ANSWER:

3. Identify each and every person who is or has been employed by West Cameron during the time period of January 1, 2000 to the present and provide their title and home address.

ANSWER:

4. Identify each and every Commissioner (past and present) of West Cameron during the time period of January 1, 2000 to the present and provide his or her title, occupation, and home address.

ANSWER:

5. Describe with particularity all marine terminal facilities and services that you offer to vessels.

ANSWER:

6. Identify each and every vessel, by year, that has called at terminals within the jurisdiction of West Cameron since January 1, 2000.

ANSWER:

7. List and itemize each and every increment of wharfage you have collected since January 1, 2000 and provide who paid each such increment of wharfage.

ANSWER:

8. List and itemize each and every fee assessed by you against vessels that have called at terminals within the jurisdiction of West Cameron since January 1, 2000 and identify who paid each such fee.

ANSWER:

9. Provide the West Cameron budget for each year of the last five years.

ANSWER:

10. Identify each and every lease, option, agreement, or the like relating to an LNG facility or potential LNG facility that you have been a party to since January 1, 2000, and for each lease identified, state the following information:

- (a) Identify each party to the lease, option, agreement, or the like and the role of each party (i.e., lessee, property owner, etc.);
- (b) Describe with particularity the property that is the subject of the lease, option, agreement, or the like, including without limitation the specific location of the property, whether it is real property and whether it includes docking facilities;
- (c) Describe with particularity all rights granted by you under the lease option, agreement, or the like;
- (d) Describe with particularity all obligations imposed by you by the lease, option, agreement, or the like, including without limitation the amount of any charges imposed by you, how the charge is calculated and the frequency with which it is paid;

- (e) State the beginning and ending date of the lease option, agreement, or the like and whether it has been renewed and/or is eligible for renewal or extension, and if so, state when it is up for renewal or extension;
- (f) Identify each and every person who participated in any way in the negotiations, discussions or drafting of the lease, option, agreement, or the like and describe with particularity each person's involvement; and
- (g) Identify each and every document concerning the lease, option, agreement, or the like.

ANSWER:

11. Describe with particularity any communications between you or anyone on your behalf and Cheniere since January 1, 2000, and for each such communication, state the following information:

- (a) Date and time of the communication;
- (b) Identities of each and every person involved;
- (c) Whether the communication was oral or in writing;
- (d) Whether the communication was in person, over the telephone, or via some other electronic means;
- (e) Describe with particularity the substance of the communication; and
- (f) Identify each and every document concerning in any way to the communication.

ANSWER:

12. Identify each and every contract, lease, option, agreement or the like which you are a party to and which Cheniere is also a party. For each such contract, state the following information:

- (a) Date of the contract, lease, option or agreement;
- (b) Identify each and every party to the contract, lease, option, or agreement;
- (c) Describe with particularity the rights granted to each party by the contract, lease, option or agreement and the obligations imposed on each party by the contract, lease, option or agreement;
- (d) Identify each and every person who participated in any way in the negotiations, discussions or drafting of the contract, lease, option or agreement, and describe with particularity each person's involvement;
- (e) Describe with particularity each and every communication concerning in any way to the negotiation, discussion or drafting of the contract, lease, option or agreement, including without limitation, the date of the communication, the identities of the parties to the communication, the form of the communication (ie., in writing, oral, telephonically, etc.), the substance of the communication, and identify each and every document which refers, reflects or relates to the communication; and
- (f) Identify each and every document concerning in any way the contract, lease, option or agreement.

ANSWER:

13. Identify the person(s) most knowledgeable about the negotiations listed in your answer to Interrogatory Number 12.

ANSWER:

14. Describe with particularity any communications between you or anyone on your behalf and the Federal Maritime Commission since January 1, 2000 relating to wharfage charges to be assessed against vessels, and for each such communication, state the following information:

- (a) Date and time of the communication;
- (b) Identities of each and every person involved;
- (c) Whether the communication was oral or in writing;
- (d) Whether the communication was in person, over the telephone, or via some other electronic means;
- (e) Describe with particularity the substance of the communication; and
- (f) Identify each and every document concerning in any way to the communication.

ANSWER:

STATE OF _____)
) SS.
PARISH OF _____)

COMES NOW _____, being first duly sworn and on his oath states that he has read the foregoing Answers to the Interrogatories, that he is authorized to sign this Affidavit on behalf of _____, and that the information contained therein is true to the best of his knowledge, information and belief.


Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public

(SEAL)

My Commission Expires:

Dated: January 24, 2006

A handwritten signature in cursive script, appearing to read "Michael K. Dees", with a horizontal line underneath.

Michael K. Dees
General Counsel
Lake Charles Harbor and Terminal District
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Lake Charles, Louisiana 70602
Tel: (337) 493-3504
Fax: (337) 493-3502

A handwritten signature in cursive script, appearing to read "Edward J. Sheppard", with a horizontal line underneath.

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*Attorneys for Complainant Lake Charles Harbor
and Terminal District*